a carrier need not give a passenger personal notice that his station has been reached, yet exceptional circumstances may impose such duty, in view of the age, sex, or physical infirmity of the passenger.

In the case before the court it appeared that a mother, carrying a child about nine months old, became a passenger and notified the agent collecting the fare that she desired to get off at a certain station and that she had never been there. It was held to be the duty of the carrier to give the mother notice that the train had stopped or was about to stop at her distination, either by calling the station distinctly or by personal notice, and to stop the train and afford the mother a safe place and reasonable time to alight; and where it failed so to do, and carried the child and the mother beyond their destination, and in returning to the destination the child became ill as a proximate consequence thereof, the child could recover.

Real Estate Brokers—Compensation.—In Futrell *v.* Reeves in the Court of Appeals of Kentucky (June, 1915, 176 S. W. 1151), it was held that where a broker's contract for the sale of real estate provides for a net amount to the owner, his compensation is such sum as the purchaser is ready and willing to pay in excess of such net price.

It was also decided that where a broker brings the purchaser and owner together, the fact that they conclude a transaction different in terms from the one which the broker was authorized to negotiate does not deprive him of his right to commissions.

It was held, following "the great weight of authority * * * that a stipulation in a real estate broker's contract promising him a compensation in the event of a sale of the property by the owner himself during the life of the contract is valid and enforcible, where the broker has used ordinary diligence in endeavoring to make a sale of the property (Schoenmann *v.* Whitt, 136 Wis. 332, 117 N. W. 851, 19 L. R. A., N. S., 598, with monographic note). Dobinson *v.* McDonald, 92 Cal. 33, 27 Pac. 1098; Shainwald *v.* Cady, 92 Cal. 83, 28 Pac. 101; Crane *v.* McCormick, 92 Cal. 176, 28 Pac. 222; Metcalf *v.* Kent, 104 Iowa 487, 73 N. W. 1037; Schlange *v.* Lennox, 101 Ill. App. 88; Chapin *v.* Bridges, 116 Mass. 105; Lapham *v.* Flint, 86 Minn. 376, 90 N. W. 780; Hoskins *v.* Fogg, 60 N. H. 402."

Contingent Fee—Settlement of Case—Liability of Client.—As the employment of a lawyer to serve for a contingent fee does not make it the client's duty to continue the lawsuit, a lawyer cannot recover the profits that would have come to him if his client, who settled the cause, had pressed it to a successful conclusion; but when the client abandons the action he becomes liable for the value of the services then rendered, and that is the measure of the liability of the client. Andrews *v.* Haas, 214 N. Y. 255.